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Collective Bargaining Agreements

1-6-1941

San Diego Fish Company, Star Fisheries, Chesapeake Fish Company, and others and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 229, Western Federation of Butchers of California (1941)

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San Diego Fish Company, Star Fisheries, Chesapeake Fish Company, and others and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 229, Western Federation of Butchers of California (1941)

Location

San Diego, CA

Effective Date

1-6-1941

Expiration Date

12-31-1941

Number of Workers

40

Employer

San Diego Fish Company; Star Fisheries; Chesapeake Fish Company; Peoples Fish Company; Bregantes Fish Company; Union Fish Company; Miller Sea Food; Washington Fish and Poultry; Steller Fish; Welch Fish; Star Fisheries-Retail Department

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

229

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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FISH AGREEMENT

THIS AGREEMENT entered into this 6th day of January 1941, between the Fish Employers of San Diego, and the BUTCHERS UNION LOCAL NO.229, of the Amalgamated Meat Cutters and Butcher Workmen of North America; State Branch, WESTERN FEDERATION OF BUTCHERS OF CALIFORNIA, the party of the second part (hereinafter known as the Union.)

In order to establish working conditions which are fair and equitable to all employees and employers, the parties hereto agree to the following:

SECTION I. The Employers agree to employ none but members of this Union in good standing, and in such cases where the Union cannot supply an Employer with satisfactory help, the Employer may hire anyone, giving preference to local men; provided the employee makes application for membership and is accepted by this Union within two weeks of his employment.

SECTION II. Nine (9) continuous hours with one hour off for lunch shall constitute a days work, making a work day for all employees eight (8) hours per day on MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, and five hours on SATURDAY, time and one half to be paid for all hours worked after eight in any one day. The work week shall be forty (40) hours with time and one-half to be paid for all hours worked after forty (40) hours, plus a guarantee of eight hours at the time and one-half rate, thus making an actual work week of forty-eight hours. Jobbing Houses to work all inside employees not later than 5:00 p.m., or any earlier than 7:00 a.m., or any later than 12:00 Noon on Saturday. No Retail Employees to perform any work before 8:00 a.m., or any later than 6:00 p.m. ~~Forty-eight hours shall~~ be the actual work week for all employees and no work to be performed on Sundays or holidays.

SECTION II (b) Fish trucks to operate on the seven till five schedule.

SECTION III. In case of emergency overtime may be worked. Pay for overtime is to be paid at the rate of time and one-half for all hours worked before 7:00 a.m., and after 4:00 p.m., in any one day as well as time and one-half for all hours worked after forty in any one week. It is further understood that should working overtime become an abuse it shall be subject to proper adjustment by a Representative of the Butcher's Union, Local No.229. One man will be allowed in each jobbing house on Saturday afternoon. This state of emergency is allowed to take care of any outside emergency miscellaneous shipments of fish for a two month period. It is definitely understood, however, that there is to be no local solicitation or deliveries after 12:00 Noon on Saturday in the city.

SECTION III (b) Extra men shall be given preference whenever possible to avert overtime other than scheduled in this agreement.

SECTION III (c) Any employee who has been in the employment of an employer for one year will be given one weeks vacation with pay. Time of the vacation to be given during the summer season at the time convenient to the employer and employee.

SECTION IV. There shall be no work performed on the following Holidays: New Year's Day, Washington's Birthday, Armistice Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(B) In case a holiday falls on Saturday, one delivery to be made.

(C) Holidays falling on Mondays, each Jobbing House may hire sufficient men to make one delivery.

(D) Retail men to work on none of the above Holidays, nor is anyone allowed to Retail any fish.

(E) All steady employees shall receive pay for Holidays so designated in this contract.

SECTION V. The following shall be the minimum rates of pay for all Jobbing and Retail Fish Butchers:

Foreman.....	40 hours.....	\$30.30
Plus Guarantee.....	8 "	9.20
Total.....		\$40.00 Per Wk.

-2-

Journeyman Fish Butchers.....	40 hours...	\$27.00	
Plus Guarantee.....	8 "	8.08	
Total.....		\$35.08	Per Wk.
Apprentice 1st 6 months.....	40 hours...	\$16.00	
Plus Guarantee.....	8 "	4.80	
Total.....		\$20.80	Per Wk.
Apprentice 2nd 6 months.....	40 hours...	\$20.00	
Plus Guarantee.....	8 "	6.00	
Total.....		\$26.00	Per Wk.
Apprentice 3rd 6 months.....	40 hours...	\$22.00	
Plus Guarantee.....	8 "	6.64	
Total.....		\$28.64	Per Wk.
Apprentice 4th 6 months.....	40 hours...	\$24.80	
Plus Guarantee.....	8 "	7.44	
Total.....		\$32.24	Per Wk.
(Journeyman's wages after two years if capable).			
Extra Fish Butchers.....		\$7.00	Per Day

SECTION V.(b) The Processing of Lobsters shall be considered a state of emergency work in the hiring of extra men and the employer will notify Local No.229 of such state; all extra employees hired for this work will be paid the following rates with a two hour guarantee for each time employee is called:

Employees working inside plant.....90 cents per hour.
 Employees pushing lobster trucks.....75 cents per hour.

SECTION VI. (a) Any member of the Union being charged with an act of dishonesty shall be tried by the Union and upon conviction shall lose his membership.

SECTION VI. (b) Anything less than a full weeks work shall be compensated for at the rate of Extra man's pay and the Employer will not use this privilege as an abuse to the guarantee of a full weeks work.

SECTION VII. In event of a disagreement arising the question in dispute shall first be taken up for adjustment by the representative of BUTCHERS' UNION LOCAL NO.229. Failure to adjust the matter by said representative, the question shall be referred to a committee, two from the Union and two from the Employing Fish Butchers, these to choose a fifth member; the decision of such committee shall be final and binding upon both sides; such decision shall be rendered within fifteen (15) business days; while the question is pending there shall be no cessation of work and the award shall be made effective from the day the question in dispute was presented.

It is agreed that Employer shall furnish employees with coats, aprons, and towels and shall have same laundered.

SECTION VIII. One apprentice may be employed to each four Journeyman. Markets employing less than four men one apprentice allowed.

SECTION IX. No member shall be unfavorably effected in wages or any other privileges he or she may now enjoy by the adoption of this Agreement.

SECTION X. THIS AGREEMENT shall be in full force and effect from the 5th day of January 1941, until December 31, 1941. Thirty days prior to December 31, 1941, upon a written statement from either party, negotiations will commence on a new agreement.

EMPLOYER: signed by
 San Diego Fish Co.
 Star Fisheries
 Chesapeake Fish Co.
 Peoples Fish Co.
 Bregantes Fish Co.
 Union Fish Co.
 Miller Sea Food
 Washington Fish and Poultry
 Steller Fish Co.
 Star Fisheries -Retail

AMALGAMATED MEAT CUTTERS and
 BUTCHER WORKMEN OF NORTH AMERICA
 LOCAL NO.229, San Diego, California

7-11-41-138 Confidential

A. Meat Cutters #229
San Diego, Calif.
12-31-41

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

January 28, 1941

For agent
Mr. Max Osalo, Sec'y
Amalgamated Meat Cutters and Butcher Workmen, #229
227 East Street
San Diego, California

Dear Sir:

We have in our files a copy of your agreement with Fish Employers which recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

listed

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 11

Number of union members working under terms of agreement approx. 40

Number of non-members working under terms of agreement -

Branches of trade covered fish butchers

Date of expiration December 31, 1941

Please check here if you wish the agreement --

Returned _____ Kept confidential X

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

(10181)

San Diego Fish Co.
Star Fisheries
Chesapeake Fish Co.
Peoples Fish Co.
Bregantes Fish Co.
Union Fish Co.
Miller Sea Food
Washington Fish and Poultry
Steller Fish
Welch Fish
Star Fisheries.-Retail Dept.